

CITY OF RIVERDALE

6690 Church Street Riverdale, GA 30274 (770) 997-8989

REQUEST FOR PROPOSAL

August 10, 2010

TOWING SERVICES

FOR

THE CITY OF RIVERDALE, GEORGIA

I. INTRODUCTION

The City of Riverdale ("Riverdale") is soliciting proposals from companies specializing in towing services to provide such services to all departments, but specifically Riverdale's Department of Public Safety. Riverdale is the second largest city in Clayton County, Georgia.

Locally owned businesses and minority-owned and female-owned firms are encouraged to respond to this RFP. Riverdale has a local vendor preference program, available for viewing at: www.riverdalega.gov. Procurement of towing services by Riverdale will be carried out in compliance with Riverdale's purchasing policy.

II. SUBMISSION INSTRUCTIONS

A. Proposals must be received by **3:30** P.M., local time, on Tuesday, August 24, 2010 and submitted to:

Chief Samuel Patterson
Director of the Department of Public Safety
City of Riverdale
6690 Church Street
Riverdale, GA 30274

Any proposal received after 3:30 P.M on August 24, 2010 WILL **NOT** be accepted.

- B. Selection criteria are outlined in the RRP herein.
- C. All Bidders submitting a proposal will receive written notice of the award decision.
- D. All submittals and documentation received by Riverdale shall become the property of Riverdale and will not be returned.
- E. Riverdale reserves the right to reject any and all submittals received in response to this RFP. Riverdale is under no obligation to award and/or enter into a contract for these services and the consultant selection schedule may be revised at Riverdale's discretion.
- F. All costs associated with the preparation and submission of the RFP submission packet ("RFP Response") shall be borne solely at the expense of the Bidder. Riverdale shall not be responsible for any costs or expense incurred by Bidder.

- G. This RFP and, if applicable, the interview selection processes shall in no way be deemed to create a binding contract of agreement of any kind between Riverdale and Bidder.
- H. Riverdale reserves the right in its sole discretion to waive informalities in the RFP or an RFP Response but is not required to do so.
- I. The RFP Response should be responsive to the each item in the specific range of issues elaborated in this RFP. Submission of excessive "boilerplate" information is discouraged, and failure to address all required items or failure to submit all required documents will disqualify an RFP Response from competition.
- J. It is the responsibility of each Bidder to examine the entire RFP, seek clarification In writing, and review its proposal for accuracy before submitting the RFP Response. Once the submission deadline has passed, all RFP Responses will be final. Riverdale will not request clarification from any Bidder relative to its RFP Response.

III. RFP RESPONSES

- A. Submit one (1) unbound original and *six* (6) bound copies of the RFP Response.
- B. Each RFP Response is to be bound and shall not exceed *thirty* (30) pages, on of 8 ½ -inch by 11-inch printed on both sides, no larger than a 12 pt. font. The thirty (30) -page requirements does not include the front cover, or back cover of the document.
- C. Tab 1. Business Identification Form (see Appendix A).
- D. Tab 2. Provide a description of Bidder's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of three references from projects of a similar scope and type shall be submitted with each RFP Response. Mailing addresses, telephone/fax numbers, email addresses [if available] and the names of contacts must be provided as part of the reference package. Particular emphasis should be placed on demonstrating previous experience in towing services for government entities.
- E. Tab 3. Submit Organization Chart showing key team members names and roles/titles, responsibilities and reporting relationships.
- F. Tab 4. Submit a fixed-price proposal (use the Fee Proposal form provided in Attachment D). The total fixed-price fees proposed shall be considered to be inclusive of all fees and expenses [travel expenses, printing, reproduction, postage, etc.], which will be generated, by Bidder and all subs whose consulting services are required to complete the work described in "Appendix C Scope of

Work." No reimbursables will be paid beyond the total fixed-price fee proposal amount submitted in response to this RFP, on the form provided in "Attachment D" herein. If Bidder anticipates that services will be required to complete the work that are not outlined in the Scope of Work, the Fee Proposal should describe these services in a distinct and separate line item. Riverdale and the Clayton County Housing and Community Development Program Office will expect two respective packages of all deliverables.

- G. Tab 5. Bidder must provide proof of insurance as set forth in Attachment B. Bidder must provide in Tab 5 declaration pages showing it carries the required levels and types of insurance. Further, as a mandatory term of any contract with Riverdale, Bidder must agree to the indemnification requirements set forth in Attachment B.
- H. A Table of Contents, with corresponding tab sheets, which correspond to items (C-G), must be included as well, to identify each section, in the same sequence requested in this document.

IV SELECTION PROCESS

A. Scoring Values

The decision for selecting a Bidder will be made by the "Evaluation Committee," made up of Riverdale personnel, who will use the criteria listed below:

Schedule of Scoring Criteria

(Maximum 100 Points)

No	Description of Items		
Α	Evaluation of Bidder's ability to follow instruction in preparing	10 Pts.	
	and submitting proposal		
В	The experience of Bidder and key staff as it relates to projects of a similar nature and scope	45 Pts.	
С	Evaluation of Bidder's references	10 Pts.	
D	Evaluation of the Fee Proposal	35 Pts.	

Pursuant to Riverdale's Local Preference Program, additional points are available for Bidders with proof of the required ties to Riverdale, Clayton County and/or State of Georgia. Please see Riverdale's Local Preference Program for complete details.

B. <u>SELECTION PROCESS</u>

1. Each member of the Evaluation Committee will read, review, evaluate and score each RFP Response based on the items contained above.

- 2. Riverdale reserves the right to negotiate adjustments in any and all elements of what Bidders submit in their RFP Responses, as long as such adjustments do not have the effect of increasing the total compensation paid by Riverdale over the total proposed fixed-price fee compensation set forth in the RFP Response.
- 3. Any RFP Response shall remain a valid proposal for three months after the proposal due date. Riverdale may, in the event the selected Bidder fails to perform and/or the contract is terminated within forty-five days of its initiation, request the Bidder submitting the next acceptable proposal to honor its RFP Response and fee proposal.

V. MISCELLANEOUS PROVISIONS

A. Satisfactory Work

Any work found to be in any way defective or unsatisfactory shall be corrected by Bidder at its own expense at the order of Riverdale. Riverdale also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. Riverdale reserves the right to charge Bidder with any, all costs incurred or retain/deduct the amount of such costs incurred from any monies due, or which may become due as a result of this substitution.

B. Fixed-Price to Remain in Place

- 1. All prices, costs, and conditions outlined in the RFP Response shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date of the bid.
- 2. Prices will remain consistent for the duration of the Contract.
- The fixed-price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this RFP.

C. Equal Employment Opportunity

Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Bidder will take affirmative action to ensure applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, or disability.

Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) pay rates or other forms of compensation and (8) selection for training, including apprenticeship. Riverdale fully encourages the participation of qualified minority and female-owed business with respect to the project.

D. <u>Prohibited Interests</u>

No elected official, officer or employee or agent of Riverdale will have either a direct or an indirect interest in this Contract or the proceeds thereof.

E. <u>Prohibited Contact</u>

No Bidder, team member or consulting organization is to discuss any part of this RFP with any member or employee of Riverdale outside of the evaluation meeting.

F. Rejection

Riverdale reserves the right to reject any and all submittals or parts thereof and to reissue this RFP. In addition, Riverdale does not guarantee that a contract will be awarded as a result of this RFP.

ATTACHMENT A: BUSINESS IDENTIFICATION FORM (Your Letterhead)

Permanent main office add	dress:		
City	State	Zip Code	
Phone No.: -	Fax No.		
E-Mail Address			
Type of organization: (Che	ck all applicable)		
Individually-Owned	PartnershipCorporation	nJoint Vent	
Non-profitPrivate	PublicMinority Ov	wned Female-O	
If a corporation, enter the	date of incorporation and the state in whi	ch incorporated:	
Date: Stat	e:		
Identify number of employe	ees:		
	you have been in business under the pr	esent Consultant	

10.	Identify name, title and telephone no. of person(s) in your organization authorized to and bind the Bidder to a contract.		negotiate		
a.					_
	Name	Title	Tel#		

ATTACHMENT B:

INDEMNIFICATION AND INSURANCE REQUIREMENTS

I. INDEMNIFICATION

- A. Bidder will defend, at Bidder's sole expense, indemnify and hold harmless Riverdale, its officials, employees, agents, servants, representatives and assigns from and against any and all liability damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction or loss of use of any property arising out of or related to the services provided by Bidder and/or caused by Bidder's negligence or willful misconduct.
- B. This indemnification obligation includes paying Riverdale's attorney's fees and costs in defending or responding to any such claim, demand, suit, action, judgment, etc.

II. INSURANCE REQUIREMENTS

A. <u>Types and Amount of Required Insurance:</u> Bidder shall at all times maintain in full force and effect Automobile, Commercial General Liability and Excess Umbrella Liability. All insurance shall be by insurers, or a self-insurance plan, acceptable to Riverdale and Clayton County before commencement of work hereunder. For the purpose of the RFP Response, Bidder shall carry the following types of insurance in at least the limits specified below:

Coverages

Commercial General Liability Excess Umbrella Liability Automobile Insurance

Limits of Liability

\$2 million/\$6 million \$5 million/\$10 million

\$1,000,000 combined single limit

- B. All certificates of insurance shall provide the City of Riverdale with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate.
- C. Riverdale will be named as an additional insured under these insurance policies.

ATTACHMENT C: SCOPE OF SERVICES

The scope of services includes all towing and vehicle storage services needed by Riverdale from both public and private property for the duration of the Agreement. These services may also include vehicle immobilization.

In addition, Bidder is responsible for assisting Riverdale in any investigations including allowing full access to stored vehicles when necessary.

Bidder will respond to calls for service within one (1) hour at all times. Bidder will use due caution when towing and storing vehicles and follow all City, County and State guidelines in place.

Bidder will maintain in full force and effect all City, County and State licenses required.

ATTACHMENT D:						
BID SUBMISSION FORM						
(Your Letterhead)						
NAME OF PROPOSING FIRM:						
MAILING ADDRESS OF PROPOSING FIRM:						
CITY:						
STATE:	ZIP+4:					
TELEPHONE:						
EMAIL:						
FEE AMOUNT PROPOSED:	\$					
XSIGNATURE OF AUTHORIZED REPRESENTATIVE OF RESPONDING FIRM:						
TVDED/DDINTED NAME OF AUTHODIZED DEDDEOF	NITATIVE OF DECDONDING FIDA					
TYPED/PRINTED NAME OF AUTHORIZED REPRESE	ENTATIVE OF RESPONDING FIRM					
DATE						